

SETTLEMENT AGREEMENT

This Agreement is made and entered into on this ^{29th} day of July, 2010, by, between and among (1) the Commonwealth of Massachusetts, through its Attorney General Martha Coakley ("Commonwealth"), and (2) National Amusements, Inc. (collectively, the "Parties").

WHEREAS, the Civil Rights Division of the Massachusetts Attorney General has received complaints from deaf and blind individuals alleging discrimination on the basis of disability in several movie theater chains located in Massachusetts;

WHEREAS, deaf and blind individuals require certain aids to have meaningful access to movies screened at theaters. For deaf individuals, captioning technology takes a movie's aural information and delivers it in a visual format ("Captioning Aid"). For blind individuals, description technology takes a movie's visual information and delivers it in an aural format ("Description Aid");

WHEREAS, National Amusements operates twelve theaters, including those under the name "Showcase Cinemas," in Massachusetts containing 165 auditoriums, including: Lawrence 7-14, Seekonk 1-10, Seekonk Route 6, North Attleboro 12, Woburn 14, Cinema de Lux Patriot Place 14, Lowell 14, Blackstone Valley 14, Cinema de Lux Legacy Place 15, Randolph 16, Worcester North 18, and Revere 20;

WHEREAS, National Amusements has previously installed Captioning and Description Aids in one auditorium at seven (7) of its locations in Massachusetts: Cinema de Lux Patriot Place 14, Lowell 14, Blackstone Valley 14: Cinema de Lux Legacy Place 15, Randolph 16, Worcester North 18, and Revere 20;

WHEREAS, the Commonwealth and National Amusements share the common goal of assuring that all people with disabilities have meaningful access to the movies shown by

National Amusements;

WHEREAS, National Amusements denies any wrongdoing or liability in this matter;

WHEREAS, the Parties have negotiated at arms length and in good faith regarding the installation of Captioning and Description Aids at National Amusements' theaters in Massachusetts, and endeavored to reach a compromise resolution of the disputes between them;

WHEREAS, the Parties enter into this Agreement in the spirit of cooperation and in the mutual desire to increase meaningful access to National Amusements' theaters for blind and deaf Massachusetts residents;

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Commonwealth and National Amusements, intending to be legally bound, agree as follows:

1. CAPTIONING AND NARRATIVE DESCRIPTION TECHNOLOGY.

1.1 Existing Captioning and Description Aids. Prior to the date of the execution of this Agreement, National Amusements installed a Captioning Aid and a Description Aid in one auditorium at each of the following National Amusements locations: Cinema de Lux Patriot Place 14, Lowell 14, Blackstone Valley 14, Cinema de Lux Legacy Place 15, Randolph 16, Worcester North 18, and Revere 20 ("Previously Accessible Auditoriums"). During the term of this Agreement (as described in Section 2.2 of this Agreement), National Amusements agrees to maintain the Captioning and Description Aids in the Previously Accessible Auditoriums, provided that it may replace the aids currently in use with aids of equal or better quality or effectiveness.

1.2 New Auxiliary Aids - Existing Theaters. Within ninety (90) days of the date of the execution of this Agreement, National Amusements shall install one (1) Captioning Aid and one (1) Description Aid in one auditorium with a seating capacity of over 200 in each of the following National Amusements locations: Lawrence 7-14, Seekonk Route 6, North Attleboro, and Woburn. Within one hundred and eighty (180) days, National Amusements shall install Captioning Aids and Description Aids such that each of its Massachusetts locations (excluding Seekonk 1-10 and Lawrence 7-14) has two (2) auditoriums, one of which shall be the largest auditorium in that location, equipped with a Captioning Aid and a Description Aid. During the term of this Agreement (as described in Section 2.2 of this Agreement), National Amusement agrees to maintain these Captioning and Description Aids to give blind and deaf patrons some meaningful access to these locations, provided that it may replace the aids installed under this paragraph with aids of equal or better quality or effectiveness.

1.3 Captioning and Description Aids - Newly Constructed or Acquired Theaters. During the term of this Agreement, National Amusements agrees to install Captioning and Description Aids in any theater it builds or acquires in Massachusetts after the date of the execution of this Agreement as follows: one Captioning and Description Aid for locations with 1-9 screens and two Captioning and Description Aids for locations with 10 or more screens.

1.4 Choice of Auxiliary Aid Technology. Because it is uncertain what commercially reasonable technology may develop to provide audio captioning and narrative description in connection with digital projection, the Commonwealth agrees that National Amusements may deploy any Captioning and Description Aid technology that provides access to its deaf and blind patrons, including but not limited to a PDA, personal wireless device, Rear Window Captioning, DVS Theatrical, or other technology.

2. TERM AND EFFECT OF SETTLEMENT AGREEMENT.

2.1 Release. Except for the obligations of National Amusements that are expressly set forth in this Agreement, the Commonwealth releases National Amusements, its agents, owners, employees, parent company, subsidiaries and affiliated companies, the successors or assigns of any of the foregoing, and all persons in active concert or participation with National Amusements (the "Releasees"), from any and all civil liability to the Commonwealth for the alleged discrimination on the basis of disability for the absence of Auxiliary Aids for deaf and blind patrons. This provision, however, does not limit the Commonwealth's authority to file a lawsuit to seek enforcement of the terms of the Agreement.

2.2 Term. The term of this Agreement shall continue from the date of the execution of this Agreement for three (3) years.

3. ADDITIONAL TERMS.

3.1 Free Movie Tickets for Blind and Deaf Patrons. National Amusements agrees to provide fifty (50) complimentary movie tickets to the Massachusetts Commission for the Blind and fifty (50) complimentary movie tickets to the Massachusetts Commission for the Deaf and Hard of Hearing for distribution to blind and deaf residents of Massachusetts in the complete discretion of the Commissions. National Amusements shall mail the movie tickets within thirty (30) days of the date of the execution of this Agreement to the Commissioner of each of the previously mentioned commissions, with a copy of the transmittal letter to Adam Hollingsworth, Civil Rights Division, Massachusetts Attorney General's Office, One Ashburton Street, Boston, Massachusetts, 02108.

3.2 Control over Captioning and Description Services. The Commonwealth acknowledges that movie theater operators, including National Amusements, do not control which motion pictures are captioned and/or described or otherwise enabled for captioning and narrative description. National Amusements makes no representations concerning the present or anticipated availability of motion pictures with captioning and narrative description.

3.3 Movie Circulation and Scheduling. National Amusements considers varying factors when determining what films will be shown in its Massachusetts cinemas, including but not limited to the potential of making films available with Captioning or Description Aids to visually and hearing impaired patrons. Notwithstanding the foregoing or any other provision of this Agreement, National Amusements retains full discretion to determine what films to play, and when and in which theaters and auditoriums to play them.

3.4 Maintenance of Current Level of Captioning and Narrative Description Equipment. National Amusements agrees to maintain a sufficient level of Captioning and Description Aid devices, including the reflectors and headsets, to accommodate at least five (5) patrons who require either Captioning or Descriptive Aid devices per theater location. National Amusements further agrees that upon two (2) days advance notice that the number of patrons requiring such devices and intending to attend a particular film showing will exceed the number of devices on hand, it will provide sufficient devices to accommodate up to fifty (50) patrons who require such devices at a specific theatre location. In addition, National Amusements agrees to maintain its Captioning and Description Aid equipment in good and working order, to promptly remedy any genuine issue with such equipment identified by the Commonwealth or any National Amusements patron, and to provide a refund to any patron unable to see his/her preferred movie because of a malfunction of such equipment. National Amusements

further agrees to provide training for its Massachusetts employees regarding the operation and maintenance of Captioning and Description Aid equipment, and to update National Amusements' training curriculum, if necessary, regarding new equipment that may be installed pursuant to Sections 1.2-1.3 of this Agreement. The Parties agree that the content, timing, need, and efficacy of any training are to be determined solely by National Amusements.

3.5 Advertisement of Motion Pictures Exhibited With Captioning and/or Narrative Descriptions. National Amusements agrees that it will advertise the availability of Captioning and Description Aid technology at each of its Massachusetts locations in a prominent manner. Moreover, National Amusements agrees to explicitly include in its advertisements (whether in print or on the internet) and on its website which movies are screened in auditoriums equipped with Captioning and Description Aids in its Massachusetts theaters. Such advertising shall be done in a manner consistent with National Amusements' normal business practices and with the understanding that these practices may evolve over time.

3.6 Community Awareness. National Amusements agrees to sponsor, co-sponsor, or host one (1) community awareness event related to captioning and/or descriptive narration, to be determined to be determined in its full and complete discretion without prior consultation with or approval of the Commonwealth, within one year of the date of the execution of this Agreement. National Amusements agrees to sponsor, co-sponsor, or host a second community awareness event related to captioning and/or descriptive narration, to be determined in its discretion, within one (1) year after its Massachusetts theaters are converted to digital projection. One of National Amusements' community awareness events may be an appearance with Commissioner Janet LaBreck of the Massachusetts Commission for the Blind on her radio program, a reading service program for individuals who are blind or print handicapped, to discuss National Amusements'

increased accessibility and its implications for the blind community.

3.7 Reporting. Upon receipt of a written request from the Commonwealth, National Amusements agrees to provide written updates regarding the extent to which National Amusements has installed Captioning and Description Aids as provided by Sections 1.2-1.3 of this Agreement. National Amusements agrees to send the updates to Adam Hollingsworth, Civil Rights Division, Massachusetts Attorney General's Office, One Ashburton Street, Boston, Massachusetts, 02118, or his successor.

3.8 Governing Law. This Agreement shall be governed in all respects by the law of the State of Massachusetts.

3.9 Amendment or Modification. This Agreement may be modified only by means of a written agreement, signed by all Parties hereto.

3.10 Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties regarding the matters set forth in it. No representations, warranties, or promises have been made or relied upon by any Party hereto, other than those contained herein. This Agreement supersedes any and all other prior agreements or drafts, either written or oral, between the Parties with respect to the subject matter hereof.

3.11 Execution in Counterparts. This document may be executed in counterparts. All Parties will sign two (2) copies of this Agreement and each copy will be considered an original.

3.12 Force Majeure. Failure of National Amusements to perform any action required by this Agreement will not subject it to any liability or remedy for damages or otherwise if such failure is caused in whole or in part by circumstances beyond the control of National Amusements, including, but not limited to, acts of God, fires, accidents, earthquakes, explosions,

floods, wars, labor disputes or shortages, riots, sabotage, unavailability of captioned motion pictures or motion pictures containing narrative description, or any similar or dissimilar circumstances beyond the control of National Amusements; provided, however, that National Name Amusements has timely commenced its obligations under this Agreement in good faith and with due diligence. If force majeure requires only a delay in National Amusements' compliance with the terms of this Agreement, then the time requirements established herein will be delayed only to the extent required by the events or circumstances constituting force majeure.


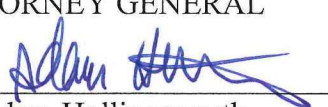
3.13 Advice of Counsel. The Parties represent that they have read this Agreement in its entirety and are satisfied that they understand and agree to all its provisions, and represent that they have freely signed this Agreement without coercion.

3.14 Third Party Beneficiaries. The Parties acknowledge and agree that the terms of this Agreement, including but not limited to the releases of claims by the Commonwealth, will inure to the benefit of National Amusements' affiliates, owners, predecessors, successors, stockholders, agents, directors, officers, members, partners, employees, insurers, representatives, lawyers, the successors or assigns of any of the foregoing, and all persons acting by, through, under or in concert with them.

3.15 Power and Authority to Execute. The Parties represent that they have the power and the authority to execute and deliver this Agreement and to perform the obligations hereunder, and that each person executing this Agreement on each party's behalf has been authorized to sign on behalf of the respective party and to bind each to the terms of this Agreement.

3.16 Other Agreements. The Commonwealth hereby agrees that it will promptly provide National Amusement with a copy of any agreement it enters into with any other operator

of a movie theater in the Commonwealth of Massachusetts pertaining to the provision of
Captioning or Description Aids.

<p>NATIONAL AMUSEMENTS, INC.</p> <p>By:  V.P.</p> <p>Title: RICHARD J SHERMAN VICE PRESIDENT</p> <p>July 15, 2010</p>	<p>COMMONWEALTH OF MASSACHUSETTS</p> <p>MARTHA COAKLEY ATTORNEY GENERAL</p> <p>By: </p> <p>Adam Hollingsworth Assistant Attorney General Civil Rights Division</p>
<p>Date:</p>	<p>Date: July 29, 2010</p>